

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into and effective as of July 17, 2018 (the "Effective Date"), by and between Bay Area Host Committee, a California nonprofit mutual benefit corporation (the "Assignee"), and Forty Niners Stadium Management Company, LLC (the "Assignor"), a Delaware limited liability company, subject to the approval of the Santa Clara Stadium Authority ("Stadium Authority"), a California joint powers authority.

Background

- A. WHEREAS, effective as of October 23, 2015, Assignor entered into that certain CFP National Championship Game Agreement by and among the American Athletic Conference, Atlantic Coast Conference, The Big Ten Conference, Inc., The Big 12 Conference, Inc., Conference USA, Mid-American Conference, Mountain West Conference, Pac-12 Conference, Southeastern Conference, Sun Belt Conference, University of Notre Dame du Lac and certain related parties (together "CFP") and the Assignor (together with the Appendix, attachments, and Exhibits incorporated by reference therein, the "CFP National Championship Game Agreement"); and
- B. WHEREAS, the Assignee was formed in January of 2018 to attract cultural and sporting events to the San Francisco Bay Area for the benefit of the region; and
- C. WHEREAS, the purpose of the CFP National Championship Game Agreement is to, among other things, set forth the terms and conditions whereby the national championship football game and the ancillary events associated with it, as set forth in the CFP National Championship Game Agreement, scheduled for the weekend leading into and through the date of January 7, 2019 (the "Game"), would be hosted at Levi's Stadium in Santa Clara California (the "Stadium").
- D. WHEREAS, Assignor's right to book Non-NFL Events at Levi's Stadium is governed by the terms of the Amended and Restated Stadium Lease Agreement by and between the Santa Clara Stadium Authority and Forty Niners SC Stadium Company LLC entered into as of June 19, 2013 ("Stadium Lease") and the Stadium Management Agreement by and among Santa Clara Stadium Authority and Forty Niners Stadium Management Co. LLC and Forty Niners SC Stadium Company LLC dated as of March 28, 2012 and as amended thereafter ("Management Agreement"); and
- E. WHEREAS, pursuant to Section 4.7.3 of the Stadium Lease the Stadium Authority is entitled to all Stadium Authority Event Revenue and obligated to pay all Stadium Authority Event Expenses; and
- F. WHEREAS, Assignor had informed Stadium Authority that Assignor anticipates net revenue will be negative from the Game; and

G. WHEREAS, the purpose of this assignment is to provide a means by which Forty Niners Football Company LLC will fund and/or reimburse the Assignee for the net amount (if any) of all costs and expenses Assignee incurs as a result of (i) entering into the Venue Use Agreement and (ii) Assignee's acceptance of the Assignor's obligations and duties under the CFP National Championship Game Agreement, less all associated revenues and income realized by the Assignee in connection with the Game;

H. WHEREAS, Stadium Manager has requested Stadium Authority's prior written consent to the assignment provided for herein;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. As of the Effective Date, Assignor hereby grants, transfers, conveys and assigns to the Assignee all of its right, title and interest in and to the CFP National Championship Game Agreement, and the Assignee hereby assumes all of the Assignor's right, title and interest and obligations and liabilities with respect to and under the CFP National Championship Game Agreement subject to the provisions of this Agreement.

2. The parties hereto acknowledge and agree that upon the Effective Date, the Assignee hereby becomes a party to the CFP National Championship Game Agreement as the "Host Committee" in accordance with the provisions of Section 10.4 of the CFP National Championship Game Agreement and such agreement is hereby amended and supplemented accordingly.

3. The parties hereto contemplate that the Assignee will enter into Assignor's standard venue use agreement (with modifications consistent with this Assignment) with the Assignor, acting on behalf of the Santa Clara Stadium Authority, to allow the Game to be hosted at the Stadium (the "Venue Use Agreement").

4. The Stadium Authority hereby approves the Assignment Agreement subject to the following conditions:

a. The Venue Use Agreement shall provide that the Host Committee shall be responsible for (i) all costs and expenses in connection with the Game (as defined in this Assignment and Assumption Agreement), including Stadium Operations Expenses (as defined in the Venue Use Agreement) of all actual incurred public safety costs, up to double time pay if sixty (60) days prior to game day there are not sufficient Santa Clara employees supporting public safety activities that have volunteered to provide adequate public safety during the national championship game as determined by the Stadium Authority Executive Director and the Stadium Manager, and the actual cost of other services provided by Stadium Authority and City for the purpose of planning and preparing for this event, less (ii) all revenues and income associated with the Game, to which the Stadium Authority would otherwise have been entitled, provided that the provisions of b, below, shall apply to any positive Net Amount, as defined therein, and the Stadium Authority shall retain the right to the revenue set forth in d, below.

b. Following the Effective Date, the Assignor shall cause Forty Niners Football Company LLC to enter into an agreement in favor of the Assignee, whereby Forty Niners Football Company LLC ("Third Party Guarantor") shall agree to fund and/or reimburse the Assignee for the net amount (if negative) of all costs and expenses Assignee incurs as a result of (i) entering into the Venue Use Agreement and (ii) Assignee's acceptance of the Assignor's obligations and duties under the CFP National Championship Game Agreement, less all associated revenues and income realized by the Assignee in connection with the Game (the "Net Amount"). In the event that the Net Amount is a positive number, then Assignee shall pay the Net Amount to Assignor and such amount shall be treated as net revenue from a Non-NFL Event in the same manner as if the Assignment had not been made.

c. Assignee shall agree to pay City of Santa Clara all costs for public safety services of the City within 15 days of receipt of invoice at actual costs including but not limited to double-time rates incurred as provided in this Agreement. If such payment is not delivered to the Stadium Authority within such fifteen (15) days period, and such failure to pay results in additional costs assessed to Stadium Authority, then Assignee shall be liable to City for all such additional costs, including but not limited to, late penalties and interest.

d. Notwithstanding the provisions of b, above, the assignment of all Game revenue contemplated by this Agreement does not include an assignment of the \$4 Non-NFL Event Ticket Surcharge (as that term is defined in the Stadium Lease).

e. Assignee agrees to provide an accounting of the Game as follows: (1) Assignee shall provide to the Stadium Authority Executive Director an Initial Accounting to be completed by June 30, 2019 consisting of a profit and loss statement of the Game and possession of all hardcopy and softcopy supporting documentation and such additional information as may be necessary to confirm the information set forth in such profit and loss statement; (2) Assignee shall provide the Stadium Authority Executive Director with an annual audit of its financial statements by a recognized third-party accounting firm and it shall provide a copy of the audited financial statement for the fiscal years that include Stadium Authority related activity.

5. All notices and communications to be delivered to the Host Committee pursuant to Section 10.3(b) of the CFP National Championship Game Agreement, shall be directed to the Assignee at the address listed below:

Bay Area Host Committee
240 S. Market St., Suite 10
San Jose, CA 95113
Attention: Executive Director Patricia Ernstrom

6. **THIS AGREEMENT AND THE RIGHTS, DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES HERETO SHALL BE GOVERNED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).**

7. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any California State court or federal court of

the United States of America sitting in Santa Clara County, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto, for itself and for its property, hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such California State court or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that it may be served with legal process by mail in addition to any other means permitted by applicable law and that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Agreement shall affect any right that either party may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction.

8. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any California State court or federal court of the United States of America sitting in Santa Clara County. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action or proceeding in any such court.

9. This Agreement may be assigned only with consent of all parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

10. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced and the parties hereto have provided any contractually notice of such waiver or modification.

11. Capitalized terms not defined herein shall have the meaning as set forth in the CFP National Championship Game Agreement.

12. For the purpose for facilitating the execution of this Agreement as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute and be one and the same instrument. Delivery of executed signature pages by facsimile transmission or by scanned pages sent by electronic mail shall constitute effective and binding execution and delivery thereof.

13. The parties agree to execute, acknowledge and deliver such further instruments and documents as may be reasonably requested by any party to carry out the intent of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ASSIGNEE:

BAY AREA HOST COMMITTEE
a California nonprofit mutual benefit corporation

DocuSigned by:
By: Scott Sabatino
Name: 46F30C71192A Sabatino Treasurer
Title: _____

ASSIGNOR:

FORTY NINERS STADIUM MANAGEMENT
COMPANY, LLC
a Delaware limited liability company

DocuSigned by:
By: Jim Mercurio
Name: CC8F2EFA5F32465...
Title: VP, stadium operations and General Manager

CONSENTED TO AND
ACCEPTED BY:

CFP

DocuSigned by:
By: Andrea Williams
Name: D2F52DD73A11047E Williams
Title: CFP Executive Director
Date: 10/5/2018

APPROVAL OF CONDITIONAL ASSIGNMENT:

Santa Clara Stadium Authority

DocuSigned by:
By: Deana J. Adams
Name: D4A4E004920A764A Adams
Title: Executive Director
Date: 10/5/2018